

EXHIBIT "B"

11/03/2004 12:34 3867380424

BAUER&amp;ASSOCIATES

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COPY

## PROMISSORY NOTE

\$200,000.00

October 15, 2004  
DeLand, Florida

FOR VALUE RECEIVED, BALL PRODUCTS, INC., a Florida Corporation (Maker), promises to pay to the order of GARWARE-WALL ROPES Ltd., (Creditor) having its business address at Narrows Reach Business Center, Unit # 500, 6102 North 9th Street, Tacoma WA , 98406, U.S.A., or at such other place as the holder hereof shall designate in writing, the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS, with interest thereon at the rate of twelve (12%) percent per annum on the principal balance remaining from time to time unpaid, until both principal and interest are paid in full, with payments being credited first to payment of interest and secondly to reduction of principal.

The Maker shall make monthly payments of interest and principal at the greater of one twelfth of the amount then due or \$5,000.00 (or such amount that may be due, if less than \$5,000.00) beginning on October 31, 2004 and on the same day of each subsequent month thereafter until the entire principal balance, plus accrued interest, if any, is paid in full. Notwithstanding the foregoing, the Maker shall pay Creditor the sum of \$50,000.00 on or before October 31, 2004.

The Maker shall further continue to make payments against the future purchases of products and inventory on date(s) as would be agreed from time to time between the Maker and the Creditor and such date(s) shall be the due date(s) for the purpose of calculating interest as well for determining default in payments as contemplated in this Promissory Note.

All sums due and owing pursuant to this Promissory Note shall be paid in lawful money of the United States of America.

This Note with interest is secured by a Mortgage (the "Mortgage") and a Security Agreement of even date herewith made by the Maker hereof, in favor of the Creditor, and shall be construed and enforced according to the laws of the State of Florida.



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If default be made in the payment of any of the sums or interest mentioned herein or in the Mortgage, and such default shall continue for ten(10) days, or in the performance of any of the agreements contained herein or in said Mortgage, then the entire principal sum and accrued interest shall at the option of the Creditor hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Maker hereby represents and warrants that the Mortgage shall constitute a second mortgage on the premises described in said Mortgage and that said Mortgage will be subordinate only to the mortgage of First Commercial Bank of Florida recorded in Official Records Book 4970, Page 677, Public Records of Volusia County, Florida. Any breach of this representation and warranty shall constitute a material default hereunder and under the Mortgage and the entire principal sum and accrued interest shall at the option of the Creditor hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

THE MAKER AND CREDITOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS NOTE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CREDITOR EXTENDING CREDIT TO MAKER.

If any sum of money herein referred to be not promptly paid within ten (10) days next after the same becomes due, Maker

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Diane M. Matousek  
Volusia County, Clerk of Court

shall pay a late charge equal to five (5%) percent of such overdue payment promptly and without notice or demand.

Maker shall have the right to prepay the entire amount outstanding under this Note at any time and at Maker's option without penalty. Upon such payment in full, the Creditor shall cancel this Note and satisfy the Mortgage and Security Agreement.

Each person liable hereon, whether maker or endorser, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder or under said Mortgage, counsel shall be employed to collect this note or to protect the security of said Mortgage.

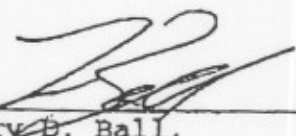
Whenever used herein, the terms "Creditor", "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

It is understood and agreed that this Note, and the Mortgage and Security Agreement of even date hereof securing the same, have been given by the Maker to the Creditor for the purpose of securing any and all amounts due to the Creditor for products and inventory purchased by the Maker from the Creditor (including future purchases of products and inventory). The Maker owes the sum of \$ 128,336.00 , representing principal, interest, late fees and costs, to the Creditor as of the date of the date of this Note.

Florida Doc. Stamps and Intangible Tax have been affixed to the mortgage and canceled.

Maker's Address:  
510 West Arizona Avenue  
Deland, Florida 32724

BALL PRODUCTS, INC.,  
a Florida corporation,

By:   
Larry B. Ball,  
President